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Date: August 7, 2018

ADDENDUM NO. ONE (01)

PROJECT NO: 127427

TITLE OF PROJECT: Office Building Renovation

FACILITY LOCATION: Chaparral Wildlife Management Area

Commissioners

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Chairman
Fort Worth

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Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

NOTICE TO ALL BIDDERS:

This addendum shall be considered part of the Contract Documents and is issued to change, amplify, or delete from or otherwise explain the documents where provisions of this addendum differ from those of the original contract documents. This addendum shall have precedence over the original contract documents and shall govern.

Bidders are hereby notified that they shall incorporate this addendum in their bid, and it shall be construed that the Contractor's Bid shall reflect with full knowledge, all items, changes and modifications to the contract documents herein specified.

Bidders are advised to check for updates, addenda issuance, and bid opening date changes at the TPWD Infrastructure Division Website:

http://www.tpwd.state.tx.us/business/bidops/current_bid_opportunities/construction/

This Addendum One (1) addresses **REPLACEMENT** of the Bid Form.

The bid form is being replaced with the revised bid form attached.

DEADLINE FOR QUESTIONS IS AUGUST 16, 2018.

BIDS ARE DUE NO LATER THAN 2:00 P.M., AUGUST 30, 2018

Bidders shall acknowledge receipt of this addendum in the space provided on the Contractor's Bid form located above the signature block. **WARNING: BIDDER'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN REJECTION OF BID.**

END OF ADDENDUM NUMBER ONE (01)

Sincerely,

Rose Esparza, CTPM, CTCM
Contract Manager
Infrastructure Division

TEXAS PARKS AND WILDLIFE

CONTRACTOR'S BID

Revised 8/7/18

Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Having carefully examined the Bidding and Contract Documents. 127427, Chaparral Wildlife Management Area, Cotulla, Dimmit County, Texas for the Texas Parks and Wildlife Department, as well as the premises and conditions affecting this work, and all other contract documents, the undersigned proposes to furnish all labor, equipment and materials necessary to complete the work for the sum of:

BID SCHEDULE

	BASE BID ITEMS	LUMP SUM PRICE
1	Furnish all labor, equipment, materials, and incidentals necessary for Chaparral Office Building Renovation – Work includes the interior renovation of the existing office building, including interior demolition, new ADA restroom, for new offices and other modifications in accordance with the bidding and contract documents.	\$

TOTAL LUMP SUM BASE BID	\$
<hr/> (Total Base Bid Price written in words)	

EACH BID ITEM INCLUDES ANY AND ALL APPURTENANT WORK AND ITEMS NECESSARY FOR FULLY FUNCTIONAL AND OPERATIONAL SYSTEMS, COMPLETE AND IN PLACE, IN ACCORDANCE WITH THE INVITATION FOR BIDS AND CONTRACT DOCUMENTS.

Evaluation and determination of the lowest bid will be based upon the Total Base Bid Price. HOWEVER, THE OWNER RESERVES THE RIGHT TO AWARD TO THE LOW BIDDER ANY COMBINATION OF BID ITEMS OR TO REJECT ALL BIDS.

BIDDER UNDERSTANDS AND ACKNOWLEDGES THAT BIDDER MUST MEET THE MINIMUM QUALIFICATION AND/OR EXPERIENCE REQUIREMENTS SET FORTH IN PARAGRAPH 1.32 OF DIVISION 1, GENERAL REQUIREMENTS, SECTION 01000, SPECIAL CONDITIONS TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT. BIDDER, BY SIGNING THIS BID, AFFIRMS THAT BIDDER MEETS SUCH MINIMUM REQUIREMENTS. FAILURE TO MEET ANY OF THE MINIMUM QUALIFICATIONS SHALL RESULT IN REJECTION OF THE BID.

BIDDER UNDERSTANDS AND ACKNOWLEDGES THAT THIS IS A FEDERALLY ASSISTED

PROJECT AND THAT CERTAIN AFFIRMATIONS ARE REQUIRED TO BE ELIGIBLE FOR AWARD. SEE SPECIAL CONDITIONS PARAGRAPH 1.32 and EXHIBIT B.

The undersigned further agrees that, if awarded the Contract, the work will be completed within **225** calendar days commencing on the date specified in the Notice to Proceed.

The undersigned agrees that when written notice of bid acceptance is furnished by the Owner within **sixty (60)** calendar days after the bid opening date, the undersigned will, within the stipulated time, execute and deliver the contract and all required bonds, certificates of insurance, and PR-1 and PR-2 submittals to the Owner. Failure to timely provide the insurance certificate, bonds, and submittals shall be grounds for disqualification of bid and forfeiture of bid security. In such circumstances, TPWD shall be authorized to proceed with award to the next lowest, responsive and responsible bidder.

If the above bid amount exceeds \$25,000.00, the undersigned shall include herewith security in the form of a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the total amount of the bid to be awarded by Owner, unless otherwise stipulated under Special Conditions. To ensure adequate bid security, bidders should calculate bid security based on the total amount of all base bids plus all additive alternate bids (if any). The bid security will be returned to or forfeited by the undersigned in accordance with the Bid Security provision in the Instructions to Bidders. The undersigned further agrees that this bid security is the appropriate measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver said contract and required documents.

The undersigned agrees that this bid will not be withdrawn for a period of **sixty (60)** calendar days from the date set for the bid opening, and the undersigned further agrees that the bid security will be forfeited in the event this bid is withdrawn before expiration of said **sixty (60)** calendar days.

By the signature hereon affixed, the bidder hereby certifies that neither the bidder, nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01 et seq., *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Pursuant to *Texas Government Code*, Title 10, Subchapter A, §2155.004 (a), Bidder acknowledges that Bidder has not received compensation for participation in the preparation of the specifications for this project.

Pursuant to *Texas Government Code*, Title 10, Subchapter A, §2155.004 (b), §2155.006 (c), and Subchapter B, §2261.053 (c), Bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

By signing this bid, Bidder certifies that if a Texas address is shown as the address of the Bidder, Bidder qualifies as a Texas Resident bidder as defined in *Texas Administrative Code*, Title 1, Part 5, Chapter 111, Subchapter A, §111.2 (10).

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code. Making a false statement as to corporate tax status is a material breach of contract.

Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas Statutes and Rules relating to procurement and that bidder is not listed on the Federal Government's Terrorism Watch List as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

By signing this bid, a bidder affirms that he has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid.

Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the State of Texas.

Bidder agrees to comply with *Texas Government Code*, Title 10, Subtitle D, §2155.4441, relating to use of services contracts for products produced in the State of Texas.

Pursuant to *Texas Government Code*, Title 10, Subchapter F, §§ 2270.001-2270.002, TPWD may not enter into a contract with a company (as defined by *Texas Government Code*, Title 8, Subchapter A, § 808.001) that boycotts Israel. By signing this bid, Bidder verifies that in accordance with *Texas Government Code*, Title 10, Subchapter F, §§ 2270.001-2270.002, Bidder:

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of the contract.

Pursuant to *Texas Government Code*, Title 10, Subchapter F, §§ 2252.151-2252.154, TPWD may not enter into a contract with a company (as defined by *Texas Government Code*, Title 8, Subchapter A, § 806.051) that is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under *Texas Government Code*, §§ 806.001, 807.051 or 2252.153. By signing this bid, Bidder certifies that it is not a company identified on a list as prepared and maintained by the Texas Comptroller of Public Accounts pursuant to *Texas Government Code*, §§ 806.001, 807.051 or 2252.153.

By signature hereon, the bidder acknowledges that *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205 requires that all iron or steel products produced through a manufacturing process used in this project must be produced in the United States. By signing this bid, Bidder certifies that its bid price represents full compensation for compliance with the requirements of *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205.

By signing this bid, Bidder acknowledges and understands that the acceptance of funds by the Bidder or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor's Office, Comptroller or other agency of the State of Texas, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. The Bidder further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. The Bidder shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Bidder and the requirement to cooperate is included in any subcontract it awards.

If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, §231.006(d), regarding child support, the Bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, Bidder must provide, in the spaces(s) below, the name and Social Security number of an individual owner, a sole proprietor and all partners, shareholders, or owners with an ownership interest of at least 25% of the business entity prior to award of contract.

Name	SSN	%
Name	SSN	%
Name	SSN	%
Name	SSN	%

Bidder certifies that they are in compliance with *Texas Government Code*, Title 6, §669.003, relating to contracting with executive head of a State agency. If §669.003 applies, Bidder will complete the following information in order for the bid to be evaluated:

Name of former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Position with Bidder: _____

Date of employment with Bidder: _____

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

**RECEIPT IS HEREBY ACKNOWLEDGED OF THE FOLLOWING ADDENDA TO THIS IFB
(INITIAL IF APPLICABLE)**

No. 01 _____ **No. 02** _____ **No. 03** _____ **No. 04** _____ **No. 05** _____ **No. 06** _____ **No. 07** _____

**WARNING: BIDDER'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN
REJECTION OF BID.**

**BIDDER'S AFFIRMATION: SIGNING THIS BID WITH A FALSE STATEMENT IS A MATERIAL
BREACH OF CONTRACT AND SHALL VOID THE SUBMITTED BID OR ANY RESULTING
CONTRACTS, AND THE BIDDER SHALL BE REMOVED FROM ALL BID LISTS.**

Name of Contracting Firm

By _____
Authorized Signature Date

Address

Printed Name

City State Zip

Title

(Area Code) Phone Number

(Area Code) Phone Number

Email address

(Area Code) FAX Number

Texas Identification Number

(Area Code) Cell Number

CONTRACTOR'S DESIGNATED SUPERINTENDENT FOR THIS PROJECT:

Project Superintendent's Name

(Area Code) Phone Number

(Area Code) Cell Number

Email Address